

EXHIBIT J

NON-FINANCIAL EMPLOYMENT PLAN AGREEMENT

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This agreement, between the _____ of _____ (“Lender”) and _____ (“Employer”) will be used to assure continuing employment opportunities to economically disadvantaged and unemployed residents of the _____. Under this Non-Financial Employment Plan Agreement, the Employer will use _____ Private Industry Council (“The Council”) as its initial resource for recruitment, referral and placement in positions covered herein. This Agreement is not a loan agreement.

1. General Terms

a) The Lender seeks to provide Community Development Block Grant (CDBG) funded low interest loans for business expansion. By virtue of this loan, the Lender expects to realize additional employment opportunities for lower income and unemployed persons. The Lender has negotiated a loan with the Employer as follows and as additionally described in Attachment A (Loan Agreement):

Loan Amount \$ _____
Interest Rate _____
Term _____

b) In consideration for the low interest loan described above, the Employer agrees to enter into this Agreement and agrees to use the Council as its initial resource for recruitment, referral and placement disbursement.

c) The Employer agrees to hire or retain at least the equivalent of one full-time employee per \$35,000 in CDBG loan funds during the initial two-year period following disbursement.

d) It is the Employer’s expectation that the business loan described in Section A above and in Attachment One will result in additional employment opportunities (of a non-managerial, not highly technical, and/or non-professional variety), as follows, and as shall be further described in a Job Order Form provided by the Council (attach additional sheets as necessary):

Job Title	Number Of Positions	Estimated Wage/Salary	Anticipated Hiring Date
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e) The Council will provide employment recruitment, referral, and placement services to the Employer subject to the limitations set out in this Agreement.

f) The Lender's employment and training responsibilities under this Agreement, unless otherwise assigned, will be carried out by _____.

g) This Agreement shall take effect when signed by the parties below; fulfillment of all specified requirements shall be initiated within the first year and shall be in force until five years following disbursement of CDBG funds or for the period of the loan whichever is less.

2. Employment Recruitment

a) The Employer agrees "covered positions" for the purposes of this Agreement shall include all Employer's job openings in the _____ of _____ created as a result of internal promotions, terminations, and expansion of Employer's workforce, within the positions listed under Section 1(d).

b) At least ten working days prior to anticipated hiring dates, the Employer will notify the Council of its need for new employees in the covered positions. Notification shall be by Job Order Form provided by the Council, and shall include, but not necessarily be limited to:

- i. Number of employees requested by job title
- ii. Job description, including minimum qualifications
- iii. Work to be performed
- iv. Hiring dates
- v. Rates of pay
- vi. Hours of work
- vii. Anticipated duration of employment

c) The following types of positions created by the Employer during the term of this Agreement shall also be regarded as covered by this Agreement: non-managerial, non-professional, and those not highly technical.

The following types of positions are considered non covered positions: those of a supervisory nature requiring two or more years of formal training, and those filled by internal promotion from the Employer's existing work force.

3. Referral

a) The Council will refer job applicants eligible pursuant to the Job Training Partnership Act (JTPA) and the Community Development Block Grant (CDBG) regulations to the Employer in response to the notification of need for new employees described in Section I (d). The Council will maintain the documentation of applicant/employee household income required by the CDBG program, and provide such information to the _____ of _____.

b) The Council will screen applicants according to the qualifications agreed upon with the Employer.

c) The Council will notify the employer of the number of applicants it will refer and begin making referrals no later than five working days prior to the anticipated hiring date. The Council will make every reasonable effort to refer at least one qualified person(s) for each job opening.

d) In the event that the Council is unable to refer any or all of the qualified personnel requested, the Employer will be notified by the Council. The Employer will then be free to directly fill remaining positions. In this event, the Employer will make a good faith effort to hire economically disadvantaged County residents through additional recruitment techniques in conformance with terms of the loan and approved by the Lender.

4. Placement

a) All decisions on hiring new employees will be made by the Employer; the Employer agrees to provide priority consideration to prospective employees for covered positions from the qualified persons referred by the Council. If the Employer does not find any of the persons so referred to qualify for the opening(s), the Council will be notified.

b) The _____ will monitor job retention and employment performance of employees placed under the Agreement. The Employer agrees to cooperate in these follow-up efforts, and to provide semi-annual hiring summaries in the first three years, and annually thereafter, in a form acceptable to the Lender. This may include, but not be limited to, copies of employee rosters and payroll and tax information submitted to the State of California.

c) After the Employer has selected employees from referrals by the Council, the Council will not be responsible for the employees's actions and the Employer hereby releases the Council of liability.

5. Training

a) The Council and the Employer may agree to develop additional job training programs. The training specifications and the cost of such training will be mutually agreed upon by the Employer and the Council and covered under separate training agreement(s).

6. Controlling regulations and Laws

a) If this Agreement conflicts with any labor laws or other governmental regulations, those laws or regulations shall prevail.

b) If this Agreement conflicts with a collective bargaining agreement to which the Employer is a party, the bargaining agreement shall prevail.

c) The Employer shall not discriminate against any applicant for employment due to race, religion, age, color, sex, national origin, physical handicap, sexual preference, or political affiliation.

7. Indemnification, Assignment, Modification and Renewal

a) The Employer and Lender shall defend and indemnify the Council and its officers, agents and employees against hold same free and harmless from any and all claims, demands, damages, losses, costs, and/or expenses of liability due to or arising out of , either in whole or in part, whether directly or indirectly, the organization, development, construction, operation, or maintenance of the Project except for liability arising out of the concurrent or sole negligence of the Council, its officers, agents or employees.

b) If, during the term of this Agreement, the Employer should transfer possession of all or a portion of its business concerns to any other party by lease, sale, assignment or otherwise, the Employer as a condition of transfer shall require the party taking possession to agree, in writing, to the terms of this Agreement and to obtain approval of the Lender. A new Non-Financial Employment Plan Agreement will be executed with the new party prior to the effective date of the transaction.

c) This Agreement may, upon mutual agreement, be modified in order to improve the working relationship described herein.

d) The Lender may terminate this Agreement at any time by written notification if its federal, state or local grants are suspended or terminated before or during the contract period.

8. Acceptance

The Undersigned hereby agree to the terms and conditions listed herein.

EMPLOYER/BORROWER

LENDER

By: _____

Title

By:

Title

Date: _____

